



30 November 2022

[Company Name]

[Address Line 1]

[Address Line 2]

Hello,

Offers for additional optical fibre termination trays for the Facilities Access Service

I refer to the Wholesale Broadband Agreement (**WBA**) between nbn co limited ABN 86 136 533 741 (**nbn**) and [insert RSP name] ABN [insert RSP ABN/ACN] (**RSP**) including the Service Description for the Facilities Access Service (**FAS Service Description**), the Service Technical Specification for the Facilities Access Service (**FAS Technical Specification**) and the Facilities Access Service Price List (**FAS Price List**) in the Facilities Access Service Module to the WBA. Unless otherwise specified, capitalised terms used in this letter agreement have the meanings given to them in the WBA.

Subject to the terms and conditions of this letter agreement, **nbn** makes the following offer to RSP:

nbn[®] ODF Termination Point additional optical fibre tray offer

1. Subject to paragraph 2, if RSP, on or before the Offer Expiry Date:
 - a. is using two optical fibre termination trays (e.g. 2 x 72 fibres) for an ODF Termination Point at a POI Site in accordance with section 5.2 (Conditions of connection to an ODF Termination Point) in the FAS Service Description; and
 - b. has utilised or connected 75% or more of the available fibres to active NNIs in respect of both of the above-mentioned optical fibre termination trays,then RSP may order up to a maximum of two additional full optical fibre termination trays (i.e. 2 x 72 fibres) for an ODF Termination Point at that POI Site as though:
 - c. section 5.2(b) of the FAS Service Description allowed for RSP to order up to a maximum of four full optical fibre termination trays (i.e. 4 x 72 fibres) (in aggregate) for an ODF Termination Point at a relevant POI Site; and
 - d. section 4.2.3 of the FAS Technical Specification provided that RSP may use up to four **nbn**-provided fibre termination trays within the **nbn**[®] ODF for the purposes of terminating RSP's lead-in or backhaul transmission cabling.
2. The right to order additional optical fibre termination trays in paragraph 1 is subject to the following conditions:

nbn-COMMERCIAL

This document forms part of NBN Co's Wholesale Broadband Agreement, which is a Standard Form of Access Agreement for the purposes of Part XIC of the Competition and Consumer Act 2010 and constitutes nbn's Latest Standard Offer



- a. RSP accepting the terms and conditions of this offer by the Offer Expiry Date in accordance with paragraph 9;
- b. **nbn** having appropriate space available on the **nbn**® ODF for the optical fibre termination trays at the relevant POI Site; and
- c. RSP not having a current unresolved Default Notice from **nbn** at the time of ordering the additional optical fibre termination trays.

If any of the conditions in paragraph 2.a to 2.c are not satisfied, **nbn** may reject any orders for additional optical fibre termination trays submitted pursuant to the terms of this offer.

General

3. This offer will expire on 30 November 2026 (**Offer Expiry Date**) unless terminated earlier by **nbn** in accordance with paragraph 4 below.
4. **nbn** may terminate this offer by giving no less than 20 Business Days' written notice to RSP.
5. **nbn** may extend this letter agreement by giving 1 month's notice.
6. All relevant orders placed during the term of this offer (including if the order has not yet been completed by **nbn**) will continue to be processed after the Offer Expiry Date or effective date of termination, in accordance with this offer and the WBA, until completed, rejected or cancelled.
7. All other terms and conditions, and processes, under the WBA apply to this offer and all relevant orders.
8. By executing this letter agreement, RSP agrees to its terms and conditions and that this letter agreement is a variation to, and forms part of, the WBA.
9. If RSP wishes to accept this offer, please sign and return a copy of this letter agreement to **nbn** by email (contractmanager@nbnco.com.au). The offer contained in this letter agreement will expire at **5pm on the Offer Expiry Date**, unless terminated earlier by **nbn** in accordance with clause 4.

If you have any questions, please contact your **nbn** Account Manager.

Yours sincerely,

Jane Witter,
General Manager, Wholesale Supply